



STATE OF IDAHO  
DEPARTMENT OF LANDS

SURFACE MINING RECLAMATION BOND NO. \_\_\_\_\_

RECLAMATION PLAN NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_, as principal and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and having its principal place of business in the State of \_\_\_\_\_, in the City of \_\_\_\_\_, as surety are held and firmly bound unto the State of Idaho, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States. For such payment, well and truly made, we bind ourselves, our and each of our heirs, executors, administrators, successors and assignees, as the case may be jointly and severally, firmly by these presents:

THE CONDITION of the foregoing obligation is such that:

WHEREAS, a surface mining reclamation plan has been approved by the Director of the Idaho Department of Lands, preparatory to the conduct or continuation of surface mining operations in Idaho, in accord with Title 47, Chapter 15, Idaho Code, the Idaho Surface Mining Act; and

WHEREAS, the operator has, by virtue of the plan above referred to, agreed to comply with certain covenants and standards set forth in the plan as a condition of conducting operations under the plan on portions of such premises. It is understood and agreed by the surety and the principal that if there is outstanding reclamation on the premises, this bond shall extend to cover all acts for which reclamation is required, both prior and subsequent to the date of this bond until notified in writing by the Idaho Department of Lands that reclamation has been completed or the bond has been replaced. The department may require payment of the entire sum of this bond, or portions thereof, upon written notice to the surety, by the department, of the operator's failure to perform reclamation obligations under Idaho Code title 47, chapter 15 or the Administrative Rules.

The surety shall pay to the Department of Lands the sum of this bond, or portions thereof, as requested by the department within 30 days of receipt of such written notice. In the event of a partial distribution, the remaining funds and liabilities shall not be released until the department notifies the surety in writing of release of remaining liability or requires payment of the remaining bond liabilities.

Payment of the full sum of the bond to the department shall release the surety of all liabilities and obligations.

WHEREAS, the said principal, in consideration of being permitted in lieu of the operator to furnish this Bond, agrees and by these presents does hereby bond himself to fulfill on behalf of the said operator, all of the obligations of the said plan in the same manner and to the same extent as though he were the operator.

NOW THEREFORE, if the above principal shall, in conducting surface mining operations on said premises, faithfully perform all of the requirements of the Idaho Surface Mining Act, Title 47, Chapter 15, Idaho Code, as relates to reclamation of lands affected by surface mining operations under said plan, then this obligation shall become void, otherwise to remain in full force and effect; and the liability of the surety under this Bond for any one or more defaults of the principal under said plan shall not exceed in the aggregate the sum stated herein above. It is further provided, however, that the Bond may be canceled by the surety by the service of written notice of cancellation upon the Director of the Department of Lands of the State of Idaho, such cancellation to be effective at the expiration of one hundred and twenty (120) days after the service of such cancellation notice by the surety on the Director by registered mail. Such cancellation notice, however, shall not affect any liability that shall have accrued under this Bond prior to the effective date of cancellation.

COUNTERSIGNED:

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Resident Agent

(Address of Resident Agent)

(Signature of Principal)

(Business Address)

(Signature of Surety)

(Business Address)

ACKNOWLEDGMENT OF SURETY

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_\_, before me \_\_\_\_\_, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the corporation that executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal of day and year first above written.

Notary Public For \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_

Residing at \_\_\_\_\_

IDL-1860(60)

5-1-2000